

**\*\* REDACTED VERSION OF EXHIBIT \*\***

**Exhibit 1-J**

2020 WMP Plan Support Services

**Weil, Gotshal & Manges LLP**  
767 Fifth Avenue  
New York, NY 10153-0119

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## Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. 121212 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 74 (formerly 4400011341) dated 1/17/2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's  
Legal Name: PRICEWATERHOUSECOOPERS LLP

Total Number of Pages: 8

Contractor's  
Address: 300 Madison Avenue  
New York, NY 10017

Project Name: [2020 Wildfire Mitigation Plan and Capability Maturity Self-Assessment Support]

Job Location: PG&E's Corporate Headquarters – San Francisco, CA

**WORK:** Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.

All related work and information associated with the project is detailed in Exhibit 1, Statement of Work.

1. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

**ATTACHMENTS:** Each of the following documents are attached to this CWA and are incorporated herein by this reference: Attachment 1: Scope of Work, pages 3-8

**CWA TERM:** This CWA is effective upon signature by both parties and expires on 3/1/2020. Time is of the essence.

**CWA COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 3/1/2020.

**CONSIDERATION:** As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

**TOTAL:** \$811,000

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: [enter FIRM NAME HERE]	
Signature		Signature	
Name	ANDY KAMIMURA	Name	Todd Jirovec
Title	CATEGORY LEAD	Title	Partner
Date	12/13/2019	Date	12/13/2019



ADMINISTRATION			
PG&E Negotiator	[enter Name]	Contractor Represent	
Phone	[enter #]	Phone	
Email	[enter Address]	Email	
Accounting Reference			
PG&E Work Supervisor:		Phone: [enter #]	
<b>INVOICE INSTRUCTIONS:</b> Contractor shall send invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to:	Invoices should be uploaded to Collaborati. Any questions should be emailed to <a href="mailto:GenlCnslLawPaymentProcessingGroup@pge.com">GenlCnslLawPaymentProcessingGroup@pge.com</a> .	
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at <a href="http://www.pge.com/actpay">www.pge.com/actpay</a> . <b>*Note:</b> Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

**Exhibit 1:  
STATEMENT OF WORK  
Pursuant to  
MASTER SERVICES AGREEMENT**

This Statement of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the services described below. The term "Client" in the Agreement shall include the entity signing this Statement of Work. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail. Notwithstanding the termination or expiration of the MSA during the Services described in this SOW, this CWA shall remain in full force and effect in accordance with its terms, including the terms and conditions of the MSA which are incorporated herein by reference.

**I. PURPOSE AND SCOPE**

Our Understanding:

This SOW covers services as outlined in Section 2.1. This SOW confirms the understanding of the objectives, Deliverables, timing, staffing, and fees for this project.

PG&E is seeking assistance from PwC in supporting the consolidation of its 2020 Wildfire Mitigation Plan (WMP) that the company is obligated to file with the California Public Utilities Commission (CPUC) as part of CA Senate Bill 901. New to the 2020 WMP filing is the inclusion of the CPUC-developed Utility Wildfire Mitigation Maturity Matrix. The CPUC has asked that all major CA investor-owned utilities (IOUs), which includes PG&E, provide a self-assessment of the company's wildfire mitigation capability maturity. This Utility Wildfire Mitigation Maturity Assessment (UWMMA) will be incorporated into future yearly filings. PG&E is requesting PwC's support in a programmatic role to help consolidate documentation that maps to the CPUC-defined capability areas, facilitate working sessions with PG&E subject matter experts on their respective WMP chapters, and assist PG&E in consolidating the company's self-assessment of its wildfire mitigation capabilities. This capability maturity self-assessment and filing of the WMP are solely PG&E-owned documents and PwC is only serving in a program support role.

**II. PARTIES' RESPONSIBILITIES**

**2.0 PG&E Responsibilities**

PG&E will maintain ownership and accountability of all Deliverables related to the development, documentation, and execution of the Wildfire Mitigation Plan. These include but are not limited to:

- Standards and/or procedures
- Process documentation
- Controls documentation
- Performance metrics and/or governance documentation
- Cost and resource estimates including supporting working documents
- Risk ranking prioritization and methodology
- Implementation and/or work plans
- Criteria to determine the adequacy of documentation to support current state capability maturity self-assessment levels
- Current state capability maturity self-assessment
- Future state capability maturity targets



## 2.1 Services to be provided by PwC:

You are engaging us to provide the following services (the "Services"):

<b>2020 WMP Support – Scope of Services</b>	
<b>Project Launch</b>	<ol style="list-style-type: none"><li>1. Develop and agree on project plan, including deliverables, timeline, roles and responsibilities, and communication protocols</li><li>2. Develop documentation request list and interview schedule</li><li>3. Communicate project plan and expectations to PG&amp;E teams</li></ol>
<b>Data Gathering</b>	<ol style="list-style-type: none"><li>1. Gather and organize data: e.g., standards/procedures, processes, controls, metrics</li><li>2. Incorporate future CPUC updates into the maturity matrix and workplan (timing TBD)</li></ol>
<b>PG&amp;E SME Interviews</b>	<ol style="list-style-type: none"><li>1. Facilitate workshops with PG&amp;E SMEs to discuss and document:<ol style="list-style-type: none"><li>a. PG&amp;E's Baseline self-assessment and rationale (for 2020)</li><li>b. PG&amp;E's Future state (2022) goal and rationale</li><li>c. PG&amp;E's updates needed to respective WMP chapters</li></ol></li><li>2. Gather additional documentation (if required)</li></ol>
<b>WMP Submission</b>	<ol style="list-style-type: none"><li>1. Consolidate WMP chapters with SME UWMMA input</li><li>2. Consolidate supporting documentation for PG&amp;E-defined maturity self-assessment (baseline and future state)</li><li>3. Facilitate discussions with WMP with SMEs and executive leadership for their review of PG&amp;E's WMP submission</li><li>4.</li></ol>
<b>WMP Data Requests / Finalization</b>	<ol style="list-style-type: none"><li>1. Summarize data requests on WMP submission</li><li>2. Catalog WMP sources and citations as needed</li><li>3. Document after action / lessons learned from WMP and UWMMA facilitation process for 2021 WMP development</li></ol>
<b>WMP Update Tracking and Executive Reporting – Scope of Services</b>	
<b>Tracking and Executive Reporting</b>	<ol style="list-style-type: none"><li>1. Track WMP updates across PG&amp;E SMEs</li><li>2. Document progress updates for leadership discussions</li><li>3. Assist with tracking of PG&amp;E-identified action items as needed</li></ol>

## 2.2 Deliverables:

We will provide Deliverables in accordance with the scope of work identified in section 2.1.

The Deliverables assume support at the proposed team structure and will be evaluated on an ongoing basis to determine if additional support is needed. Any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams via a change order.

Completion of Deliverables will be reliant on appropriate and timely access to data and PG&E SMEs. If such items are not provided PwC will escalate to the PG&E Work Supervisor and note in writing which Deliverables may be at risk for timely delivery and/or completion.

This SOW will include the following Deliverables:

<b>2020 WMP Support – Deliverables</b>	
<b>Project Launch</b>	<ul style="list-style-type: none"> <li>• Finalized project plan, including updates based on CPUC's revised comments of maturity capability matrix</li> <li>• Calendared meetings</li> <li>• Document request</li> <li>• Kickoff deck</li> </ul>
<b>Data Gathering</b>	<ul style="list-style-type: none"> <li>• Document review alignment to maturity matrix</li> </ul>
<b>SME Interviews</b>	<ul style="list-style-type: none"> <li>• Data mapping against maturity capabilities and supporting documentation</li> <li>• Draft summary of PG&amp;E- defined maturity future state</li> <li>• Summarized WMP impacts</li> </ul>
<b>WMP Submission</b>	<ul style="list-style-type: none"> <li>• Consolidated repository of data by capability</li> <li>• Draft summary of 2020-22 plan based on SME input</li> </ul>
<b>WMP Data Requests / Finalization</b>	<ul style="list-style-type: none"> <li>• Data request summary</li> <li>• WMP sources / citations summary</li> <li>• 2020 WMP process lessons learned exec. summary</li> </ul>
<b>WMP Update Tracking and Executive Reporting – Deliverables</b>	
<b>Tracking and Executive Reporting</b>	<ul style="list-style-type: none"> <li>• Weekly progress reports (as needed)</li> <li>• Senior Team presentations (as needed)</li> <li>• External stakeholder requests and updates (as needed)</li> <li>• Board of Directors presentations (as needed)</li> </ul>

Note, that Deliverable timing may change based on access to data, availability of stakeholder / leadership for working sessions, and/or other externalities. To drive PG&E sustainability and preparation for next year's WMP filing, all deliverables will be transferred to the PG&E Work Supervisor at the completion of the engagement.

Deliverables will be prepared at the direction of PG&E and are intended to be treated solely as PG&E-owned, and will not be represented as having been prepared by PwC. In addition to the Deliverables, PwC may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist with the engagement. If these are made available to PG&E they are provided "as-is."

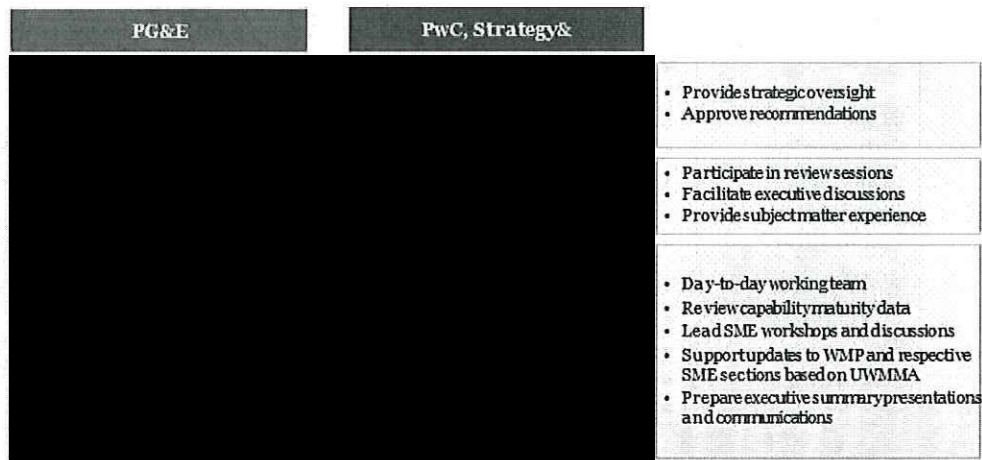
#### **Key Assumptions**

- For estimates and data pertaining to data associated with the scope of work, PwC shall rely on documentation developed and provided by PG&E.
- PwC shall rely on PG&E's criteria as PG&E concludes on its current state capability maturity self-assessment.
- PG&E will provide timely access to the Electric Operations and other LOB leadership and stakeholders on an as-needed basis
- Any scope changes to Deliverables shall be discussed and prioritized with the designated PG&E Work Supervisor lead as needed. PwC shall not be obligated to add to, modify, or otherwise change this Statement of Work unless such Scope Changes are mutually agreed to between PwC, PG&E and impacted project parties
- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, shall discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties shall generate and execute a mutually agreed-to SOW Change Order in compliance with PG&E Sourcing policies, forms, and processes. A SOW Change Order shall outline the specific Scope Changes, including cost and schedule impacts due to the Scope Change



## 2.3 Proposed Team Structure

The PwC team will work under the direction of [REDACTED] on this engagement. An integrated team comprised of PwC consultants will execute the work streams identified. Additional input from PG&E leadership will guide the analyses. Further description of team structure and member roles are described in the exhibit below:



The proposed team structure will be evaluated on an ongoing basis and any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams.

## 2.4 Timing

The timing of the Services is as follows:

Proposed Project Start Date:	December 16, 2019
Estimated Project Completion Date:	February 28, 2019

## 2.5 Your Responsibilities

During the term of this project, PwC will work in collaboration and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss status and open issues arising from the Services, PwC's progress reports and/or reports identified as Deliverables in this project, PwC's resource utilization and staffing mix, adherence (or changes) to Deliverables and project plan, as well as any requests for scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.

PwC's role is advisory only. Client is responsible for all management functions and decisions relating to the PwC Services, including evaluating and accepting the adequacy of the scope of the PwC Services in addressing your needs. Client also is responsible for the results achieved from using the PwC Services or any related Deliverables.

### III FEES, EXPENSES AND PAYMENT

#### **Professional Fees, Expenses and Payment Terms:**

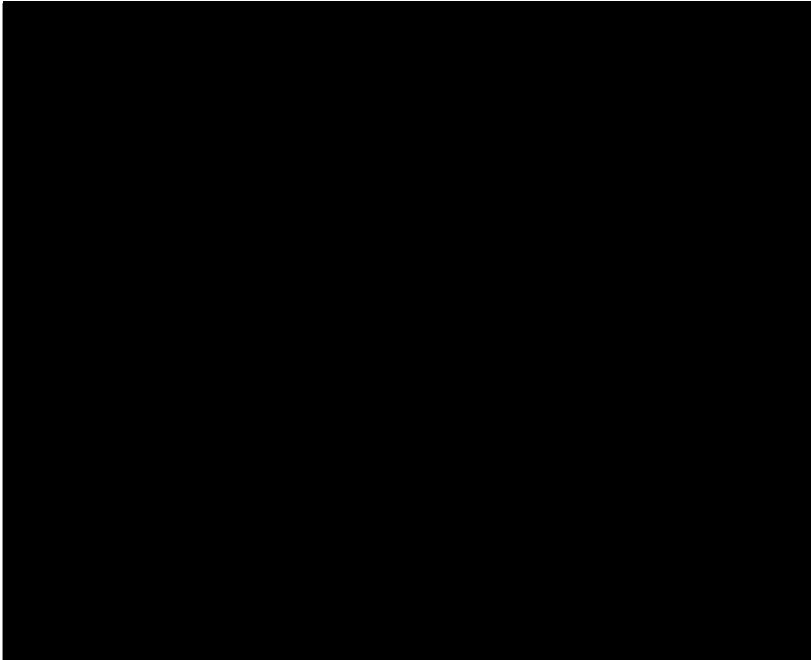
- PwC's labor fees for this project are based agreed upon MSA terms with PG&E and estimated on the time required by professionals to complete the engagement. Individual hourly rates vary according to the experience and skill required
- Estimated professional fees requested for the scope of work described above amounts to approximately \$737,000
- PwC will also bill PG&E for reasonable out-of-pocket expenses not to exceed twelve percent (10%) of labor fees estimated; This has been discussed and agreed upon with PG&E
- Total estimated fees and expenses for the scope of work described above amounts to a total not to exceed of \$811,000
- Our project plan contemplates regular dialog with senior leadership to align on key points and timely consideration of new issues or opportunities as they arise
- Any additional work outside of the scope outlined within this SOW will be agreed separately and performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and PwC

#### **Other Terms:**

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this SOW, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables
- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s)
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request



**PG&E and Consultant Work Supervisor Name, Number, and Email Address**



**Work Location(s)**

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA. Work will be coordinated through the PG&E work supervisor or designees.

**Other Items**

This agreement shall be governed by **Master Services Agreement 4400011341** between PwC and PG&E. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

At the onset of this project, PwC will prepare a project schedule and work breakdown. This schedule will include all PwC project management activities, Deliverables, and key interdependencies. The schedule and Deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

We are not providing legal advice or legal opinions in this engagement. You should obtain such advice or opinions from your attorneys.